

Fort Dodge CSD

Fort Dodge EA (Teachers)

7/1/2006 6/30/2007

**AGREEMENT**

**BETWEEN**

**FORT DODGE COMMUNITY  
SCHOOL DISTRICT**

**AND**

**FORT DODGE EDUCATION  
ASSOCIATION**

**FOR THE**

**SCHOOL YEAR**

**2006-2007**

**Fort Dodge, Iowa**

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## ARTICLE I: PREAMBLE

- A. The Board of Directors of the Fort Dodge Community School District and the Fort Dodge Education Association are committed to providing quality education for all students of the District.
- B. Whereas the parties have reached certain understandings through good faith negotiations, they desire to confirm them in this Agreement. It is therefore agreed as follows:

## ARTICLE II: DEFINITIONS

- A. The terms "Board" or "Employer" as used in this Agreement shall mean the Fort Dodge Community School District governed by a Board of Directors of its duly authorized representative.
- B. The term "Association" as used in this Agreement shall mean the Fort Dodge Education Association or its duly authorized representative, the Iowa State Education Association.
- C. The term "employee" as used in this Agreement shall mean all individual employees in the bargaining unit as defined and licensed by the Public Employment Relations Board (PERB).
- D. The term "group of employees" as used in this Agreement shall mean two (2) or more members of the bargaining unit as defined and licensed by the Public Employment Relations Board (PERB).
- E. The term "teacher(s)" as used in this Agreement shall mean (a) licensed member(s) of the staff as approved by the Department of Education to instruct students and (b) member(s) of the bargaining units as defined and licensed by the Public Employment Relations Board (PERB).
- F. "Full-time teacher" shall mean a teacher employed to teach a full workday on a yearly contract.
- G. "Part-time teacher" shall mean a teacher employed to teach less than a full workday on a yearly contract.
- H. Immediate family will be defined, for all references in this agreement as: spouse, child, mother/father, brother/sister, grandparent/grandchild, and the "step" and "in-law" relationships of the above.
- I. "Beginning Teacher" is defined as an individual serving under an initial provisional license, issued by the Board of Educational Examiners under Chapter 272, who is assuming a position as a classroom teacher.

## ARTICLE III: SENIORITY

- A. Seniority shall be District-wide and shall be computed from the date the employee signed the individual contract.
  - 1. Employees on good cause leave (Article IX, E) shall maintain their seniority while on leave. The accumulation of seniority and years of service will be suspended while the employee is on good cause leave and will resume when the individual returns from leave.
  - 2. An employee serving as a Dodger on Special Assignment (DOSAs), shall remain on the seniority list within their job category, as defined in Article VI B-3, and will continue to accumulate seniority.
  - 3. Seniority shall mean length of continuous contract service in the District from the date of signature on the individual's initial contract. Continuous contract service excludes service as a substitute, short or long term.

4. Seniority ties shall be broken by ranking employees according to the last four digits of the employee's social security number with the highest number receiving the highest ranking.
5. On or before November 1 of each year, the Administration shall provide the Association with a District-wide seniority list and shall post a copy in each work location's faculty room. Employees will be listed in seniority order in their respective staff reduction category.

#### ARTICLE IV: EVALUATION

##### A. The Purpose

1. The purpose of the evaluation in the Fort Dodge Community School District is to enhance student learning through improved teacher effectiveness and professional growth. The following mandatory procedures fulfill the requirements of the Iowa Teacher Quality Legislation (*Iowa Code 284*).

##### B. Definitions

1. Performance Review means a summative evaluation of a teacher, other than a beginning teacher, used to determine whether the teacher's practice meets the Iowa teaching standards and to determine whether the teacher's practice meets school district expectations for career teacher advancement in accordance with section 284.7.
2. Summative Evaluation Conference is the culminating evaluation conference held at the end of the performance review process typically signifying the end of one performance review cycle and the beginning of the next.
3. Observations are components of the Performance Review process conducted by a licensed evaluator. These can be either formal or informal in nature.
  - a. Formal Observation: A classroom observation of, at minimum, thirty (30) continuous minutes in length.
  - b. Informal Observation: All other observations which may include but will not be limited to walk-throughs of the classroom, observations made outside the classroom while the employee is serving in a professional capacity. These observations can be made at any time after the orientation during the teacher's contracted school year.
4. Individual Career Development Plan is a plan developed by each individual teacher to promote individual and group career development. This plan shall be based, at a minimum, on the needs of the teacher, the Iowa teaching standards, and the student achievement goals of the attendance center and the school district as outlined in the comprehensive school improvement plan pursuant to section 284.6.
5. Evaluator means an administrator or other practitioner who has successfully completed an evaluator training program pursuant to section 284.10.
6. Supporting documents mean evidence provided by the teacher, the evaluator, parents, students and other evaluators to show that the teacher's practices meet the Iowa teaching standards and the school district expectations.
  - a. The teacher shall collect pertinent supporting documents and information during the Performance Review cycle. The method of collection and what to collect is the decision of the teacher.
  - b. Supporting documents also includes evidence provided by the teacher to show progress on the Individual Career Development Plan.
7. Teacher means an individual holding a practitioner's license issued under chapter 272, who is employed in a non-administrative position as a teacher, librarian, media specialist, preschool teacher, or counselor by a school district or area education agency pursuant to a contract issued by a board of directors under section 279.13.

##### C. Staff Orientation

1. Within thirty (30) calendar days after the beginning of each school year, orientation to the performance review process will be provided by a licensed evaluator. The process shall not commence until this orientation has been completed.

#### D. Performance Review Process

##### 1. Formal Observation

- a. The Observation: The formal observation will commence with the completion of the Pre-Formal Observation Form. A pre-observation conference may also take place. The Iowa teaching standards and the district expectations will form the basis of the formal observation.
  1. A formal observation will occur at a minimum of once in a three (3)-year cycle. The formal observation will be a minimum of thirty (30) minutes in length. Additional observations may be made at the discretion of the administrator and/or request of the teacher.
  2. Experienced teachers who are hired new to the district will be evaluated twice their first year and then begin the three (3) year Performance Review Cycle.
- b. The Post Conference: The evaluator shall have a conference with the teacher within ten (10) school days following the formal observation. At the post conference, the evaluator shall review his/her observations with the teacher.
- c. The Observation Evaluation: A written evaluation of the formal observation and conference shall be completed using the Post-Formal Observation Form within ten (10) school days of the post conference. The teacher and the evaluator shall sign the form. The signatures indicate that both parties are aware of the observation evaluation and its contents. This will then become part of the Performance Review Summative Evaluation.
- d. Due process: Within ten (10) school days of when the teacher signs the completed observation evaluation, the teacher shall have the right to submit to the evaluator an explanation or other written statement regarding the observation evaluation. The written statement shall be attached to the evaluation.
  1. If an evaluator finds that the teacher is not meeting the expectations of the district or the Iowa teaching standards, the evaluator must place in writing and discuss with the teacher the areas not met and suggestions for improvement. The evaluator then must conduct a second formal observation of the teacher within thirty (30) calendar days.
    - a. Within ten (10) school days of when the teacher signs the completed observation evaluation, the teacher shall have the right to submit to the evaluator an explanation or other written statement regarding the observation evaluation. The written statement shall be attached to the evaluation.

##### 2. Informal Observation

- a. Informal observations may be made at the request of the teacher and/or discretion of the administrator at any time during the contracted school year.
- b. If any observation shall be included in the Performance Review Summative Evaluation, such observation shall be recorded on the Informal Observation Form and discussed with the teacher within five (5) school days of the observation.
- c. Any complaints or other evaluation documents directed toward a teacher which are placed in his/her personnel file shall be promptly called to the teacher's attention. Within ten (10) school days of calling the complaint to the teacher's attention, the teacher may file a written response or explanation, which shall be attached to the complaint and placed in his/her file.
- d. Due process: The teacher shall have the opportunity to explain the context in which the observation was made within five (5) school days and have that explanation attached to the Informal Observation Form as it is included in the Performance Review Summative Evaluation.
- e. The teacher and the evaluator shall sign the Informal Observation Form which indicates that both parties are aware that this may become part of the employee's Performance Review Summative Evaluation. A copy shall be given to the teacher and the evaluator.

### 3. Individual Career Development Plans

- a. An Individual Career Development Plan is drafted annually by each teacher on the district-provided form by October 1.
- b. The evaluator will meet with the teacher(s) to review the draft plan, work with the teacher(s) on any modifications needed, and approve the plan by the end of the first quarter/semester. If mutual agreement on the plan cannot be reached, the evaluator will make the final decision.
- c. During the year, an annual conference will occur to review progress in meeting the goals in the plan, to review collaborative work with other staff on student achievement goals, and to modify the plan as necessary. Modification may be necessary to reflect the individual teacher's and the school district's needs and the individual's progress in meeting the goals in the plan.
  1. Each teacher will provide the evaluator with a copy of his/her Annual Update prior to the meeting (district form). The evaluator will retain the Annual Update and the teacher will be provided with a copy of any changes or additions made by the evaluator. **The evaluator will send a copy of the Annual Update along with a copy of the Individual Career Development Plan at the end of each school year to the Human Resource Department to be placed in the teacher's personnel file.**
- d. **During the Performance Review Summative Evaluation, the teacher and evaluator will review progress made on the implementation of the teacher's Individual Career Development Plan. The evaluator will check the box indicating whether or not the teacher has successfully met the requirements of Chapter 284 of the Code of Iowa regarding the Individual Development Plan. Both the teacher and the evaluator shall sign the Review indicating that the plan has been reviewed during the Summative Evaluation.**

### 4. Performance Review Summative Evaluation

- a. The purpose of the Performance Review Summative Evaluation is to:
  1. Assist teachers in making continuous improvement by reviewing progress on the Individual Career Development Plan.
  2. Document continued competence in the Iowa teaching standards and school district expectations.
  3. Identify areas of strength.
  4. Identify teachers in need of improvement.
- b. Components of the Performance Review Summative Evaluation:
  1. Observations: The summative evaluation will include, at a minimum, ninety (90)-minutes of observation/contact time. The ninety (90)-minutes will include thirty (30)-continuous minutes of classroom observation. The remaining sixty (60)-minutes will consist of classroom observation, non-classroom or joint review of support documents or other materials as agreed upon. The non-classroom observation may include but will not be limited to walk-throughs of the classroom, observations made outside the classroom while the teacher is serving in a professional capacity, team meetings, parent conferences, student activities, and supervision during the contracted school year.
  2. A conference to:
    - a. Review competence on the Iowa teaching standards and the district expectations using the Performance Review Summative Evaluation form
    - b. Review evaluations from a culmination of a minimum of ninety (90)-minutes of observation
    - c. Complete a three (3)-year Individual Career Development Plan Review
    - d. Review supporting documents indicating competence on the Iowa teaching standards, district expectations, and the Individual Career Development Plan.
  3. The Teacher Performance Review Summative Evaluation Form shall be completed. The teacher and the evaluator shall sign the completed form indicating that both parties are aware of the evaluation and its contents. The

evaluation shall be placed in the teacher's personnel file. A copy shall be given to the teacher and the evaluator.

- a. Due process: Within ten (10) school days of when the teacher signs the completed Teacher Performance Review Summative Evaluation Form, the teacher shall have the right to submit to the evaluator an explanation or other written statement regarding the evaluation. The written statement shall be attached to the evaluation and become a part of the teacher's personnel file.
- b. The Teacher Performance Review Summative Evaluation Forms are to be signed no later than May 15.

E. Personnel File

1. Teachers may, in the presence of the superintendent or the designee, examine their personnel files. The only items exempt from this provision will be items designated as "closed files" by the teacher as they developed their placement materials. Teachers shall have the right to reproduce the non-confidential contents of their personnel files. The teacher may request that items in the file and relied upon by the District to terminate or discipline the teacher be reproduced at the District's expense.

F. All evaluations as referenced in this article are subject to the grievance process.

ARTICLE V: TRANSFER

- A. The term "transfer" shall mean the movement of an employee from one (1) building, grade level, or primary curriculum area (within middle school or high school) to another. If an employee's job assignment is merely realigned such that the employee is not moved to a new building, grade level, or primary curriculum area (within middle school or high school), this realignment shall not be deemed a transfer.
  1. The term "vacancy" is defined as an unoccupied position as defined by the employer arising through resignation, termination, transfer, creation of a new position, or other cause which the employer desires to permanently fill.
- B. Posting. The superintendent shall post in all school buildings a list of the vacancies which occur for the following school year. Vacancies shall be posted in each faculty workroom. Notices of vacancies which occur after the close of school shall be mailed to those employees with proper endorsement, who have expressed interest, to fill the vacancies. An employee shall have seven (7) days from the date of posting to apply for such vacancies.
- C. In the determination of requests for voluntary transfers, the transfer shall be granted to the most qualified applicant, whether the applicant is currently employed by the District or is a new applicant. Applicants currently employed by the District will be interviewed if basally certified, licensed/endorsed relating to the vacancy. Where applicants for a transfer are equally well qualified, the voluntary transfer shall be given to the most senior employee. Factors which may be considered in determining qualifications may include, but are not limited to, certification, time spent in the subject area, previous performance evaluations, and extent of training in the subject area. Temporary assignment may be used to refill a position opened during the academic year; for the following year assignment to the said position shall be granted to the most senior qualified employee applying for the position.
- D. Filing Requests. Employees who desire a transfer to a position for which there is no present vacancy shall file a written statement of such desire with the superintendent at any time. Such statement shall include the grade level, curriculum department, and/or building to which the employees desire to be transferred. If employees are interested in more than one type of transfer, the employees must rank the respective transfer requests in order of preference. Transfer requests shall remain in effect only for a period of one (1) year or until a new school year begins, whichever comes first.



- E. The superintendent or his designee shall notify the employee in writing with reason(s) for the decision on his or her voluntary transfer request within ten (10) workdays of decision.
- F. Employer initiated transfers shall not be made for arbitrary or capricious reasons. Before an employer-initiated transfer is effective, a conference shall be held with the effected employee giving written reason(s) for the transfer. Exceptions to pre-conferencing may be made for legitimate reasons. In the event a conference cannot be held prior to the transfer, a conference with the employee shall be held within ten (10) school days of the date of the transfer. The employer shall provide written reasons, which are individually specific. The employee shall have the right to grieve the involuntary transfer upon the basis of written reasons. Any employee who receives notice of a transfer for the next year in the last ten (10) working days of the school year will receive payment for one day of work unless waived by the Association. An additional day may be granted at the discretion of the principal.
- G. Reassignment. Within three (3) years after the date of the involuntary transfer, employees who are involuntarily transferred shall have the right to transfer to any position for which they are endorsed, provided a vacancy exists for such position. The District shall have the right to reject a reassignment request where such rejection is in the best interests of the students. If such a request is rejected, the effected employee shall be granted a conference, shall be presented written reason(s) for the rejection of the reassignment requests, and shall have the right to grieve the rejection on the basis of those reasons.
- H. Should any grievance ever be pursued on Sections F and G under this Article, the ruling shall be limited to deciding whether a transfer decision would have been different but for arbitrary or capricious reasons.
- I. Nothing in this Article shall be construed in such a way as to prohibit the employer from directing the work of its employees.

#### ARTICLE VI: STAFF REDUCTION

- A. When in the final judgment of the Board of Education, declining enrollment, reduction of program or any other reason requires a reduction in staff; the Administration shall attempt to accomplish the same by attrition.
- B. In the event the needed reduction of staff cannot be adequately accomplished by attrition, the Administration shall base its decision as to resulting contract renewals of the available teachers to do the available work of the District on the following procedures and on a priority basis.
  - 1. "Seniority" shall mean length of continuous service in the District from the date of signature on the individual's initial contract. Continuous contract service excludes service as a substitute, short or long term. Seniority ties shall be broken by ranking employees according to the last four digits of the employee's social security number with the highest number receiving the highest ranking. A seniority list will be available in the Personnel Office. A copy will be provided the Association and a copy will be placed in each work location faculty room.
  - 2. Seniority shall apply system-wide within staff reduction categories. Employees transferred shall retain their prior seniority in the District within their new staff reduction category.
  - 3. When seniority is applied, the different categories in which it will operate are as follows:
    - a. Elementary/Middle School (including Pre-K; TAG; Title I) with licensure and endorsements as required.
    - b. Senior High School by curricular areas.

c. Special Teachers:

Art	K - 12
English as Second Language (ESL)	K - 12
Guidance Counselors	K - 12
Media Specialist/Librarians	K - 12
Instrumental Music	K - 12
Vocal Music	K - 12
Health	K - 12
Computer	K - 12
Physical Education	K - 12
Nurses	Pre-K - 12
Special Education by certification category and content endorsement (MCAT) is a category within this identified area)	Pre-K - 6, 7 - 12
Industrial Technology	7 - 12
Family and Consumer Science	7 - 12

d. Staff reduction areas at Senior High will be as follows:

Business Education	Industrial Technology
Driver Education	Math
English	Science
Foreign Language	Social Studies
Family and Consumer Sciences	

- e. An assignment in a curriculum area will determine seniority in that area. A teacher who is assigned to eight or more periods in one area during that particular year will have total seniority in that area. If a teacher is assigned seven periods in one area and five periods in another area, he/she will be allowed at that time to declare in which of the two areas he/she wishes seniority for that year.
- f. If the application of seniority reduction within a category would result in the lack of an endorsed teacher for a particular program or would conflict with legal mandates, these considerations may override seniority.
- g. If a teaching assignment is to be eliminated, the effected employee may be assigned to any open or vacant position for which he/she is endorsed by state licensure and such assignment is not a transfer. The District may realign employees after a layoff and such realignment is not considered a transfer.
- h. A non-probationary employee who has been reduced may bump a less senior employee from a bargaining unit position provided:
- (1) he/she has taught in that staff reduction area one (1) year in the last five (5) years; or
  - (2) he/she has earned or will earn six (6) graduate semester hours which are content specific in the area where bumping is intended as follows:
    - (a) A minimum of three (3) hours shall have been earned within the five (5) years preceding the first teaching day in the bumped position. The remaining hours shall be earned within one (1) year following the first teaching day in the bumped position. If an employee does not earn the remaining hours, his/her contract may be terminated.
    - (b) "Content specific" means that the courses relate only to the curricular area and are not ordinarily general courses which would apply to all curricular

areas. These courses shall be approved by the superintendent or designee in advance, if possible.

(3) and is currently endorsed to teach all courses being taught by the person to be bumped in the level and/or curriculum area.

- i. Notice of intent to exercise bumping rights shall be given in writing to the superintendent not later than five (5) working days from the date of delivery of notice of intent to recommend non-renewal by the superintendent. Such notice shall specify the impacted least senior employee and the area in which the effected teacher believes himself/herself entitled to rights under this Article. No more than three (3) bumps may result from a single layoff.

C. "Probationary teachers", employees who are on probation per Chapter 279, Code of Iowa, have no seniority rights under this contract. Any probationary teacher may be reduced if attrition within an effected staff reduction category will not handle the needed reduction. All probationary teachers must be reduced prior to reduction of a non-probationary teacher as defined in Chapter 279 within a staff reduction category. Seniority will vest upon the completion of statutory probation.

D. When the contracts of one or more non-probationary teachers in a staff reduction category are to be reduced, reduction shall be in the inverse order of seniority as defined in Article VI, B-3.

1. In the event a teacher's employment is terminated pursuant to the provisions of this Article, the teacher shall have the right to notify the superintendent in writing at the time of his or her termination, that he or she desires to be rehired for the same duties he or she had immediately prior to said termination in the event that a vacancy should occur in those said duties within the next two (2) contract years following termination. (Same duties will be defined by the seniority list that was in place at the time he/she was terminated.) The teacher shall at all times keep on file with the superintendent a current address at which he or she may be located.
2. In the event a vacancy should occur in the following two (2) contract years for which the terminated teacher had been employed, as identified by the seniority list that was in place at the time he/she was terminated, the superintendent shall notify the terminated teacher in writing by certified mail of said opening. Within fifteen (15) days of the date of mailing of the notice to reapply, the teacher shall make application for the vacancy. The teachers whose contracts are terminated under this Article, and complying herewith, shall be re-employed for the available duty in inverse order of their termination. Failure of the teacher to respond within fifteen (15) days of the mailing of the notice shall be deemed to mean that the teacher does not desire reconsideration for the vacancy and shall waive any and all rights of notice of the existence of any future vacancy and shall terminate all recall rights.
3. Employees on reduction in force shall retain the right to grieve under this Agreement.

#### ARTICLE VII: HEALTH AND SAFETY

A. **According to the Iowa Code, 12.4(14), except as otherwise provided in 281-43.15(285), a physical examination by a licensed physician is required of all new appointees to the Fort Dodge public schools. Certification of fitness to perform the tasks assigned which shall be in the form of a written report of a physical examination by a licensed physician and surgeon, osteopathic physician and surgeon, osteopath, or qualified doctor of chiropractic, licensed physician assistant, or advance registered nurse practitioner shall be filed with the superintendent of schools after an offer of employment is made and before or within six weeks of the beginning of service. This examination is at the expense of the individual.**

- B. The District shall have first aid kits on hand and readily accessible to the employees. These kits shall be placed in the nurse's office in each building.
- C. All employees shall adhere to Board policies that may include the use of reasonable force to defend themselves or students from threatened physical injury to a student or employee. Immediately upon the use of such force, the employee shall make a detailed written report of the incident and action taken to the building principal or his/her designee.
- D. The District shall exercise a reasonable effort to maintain a safe place of employment and to conform to safety and health standards as they apply to the District.
- E. Weather shall be determined to be adverse on all days when the Board has made a decision that the schools are to be closed and that students are not to report to their respective buildings. When the Board has determined that the schools are to be closed and the students are not to report to their respective buildings due to adverse weather, employees need not report to work and shall not be penalized in any way for failing to report.
- F. Elementary break time will be provided K-4 teachers. Each elementary building will have allocated a minimum of one half time (0.5 FTE) general education teacher associate to supervise recess. The individual buildings will have the latitude to utilize the associate or equivalent funds in a way that best meets their needs based on a 2/3 vote of employees.

#### ARTICLE VIII: ASSOCIATION LEAVE

- A. Upon request of the Association president, a maximum of twenty (20) teaching days with pay shall be made available for members of the Association to attend conferences, conventions, or other activities of the Association.
- B. At the District's discretion, substitutes for employees on Association leave may be hired by the school district. The District and the Association shall alternate in paying for the substitutes. The District shall pay for the first five days, the Association for the next five days, and this rotation will continue until the days are exhausted.
- C. Leave without pay shall be granted for the duration of term of office for any employee who is elected to serve as an officer in the ISEA/NEA or as an elected public official requiring absence from the District.

#### ARTICLE IX: LEAVES OF ABSENCE

Employees shall be entitled to the following non-cumulative leaves of absence each year.

- A. Personal Illness
  - 1. It is the intent that the school system shall operate in the best interest of the students. To carry out this intent, it is necessary that all employees perform their regular service without absence. When an illness or injury necessitates the absence of an employee, the following shall apply.
  - 2. All employees shall be granted full pay for absence due to personal illness for a period of fifteen (15) days during the first and each subsequent year of employment. A total of one-hundred-fifty (150) days may be accumulated for personal illness.

3. The above amounts shall apply only to consecutive years of employment in the same school district and any unused portions shall be cumulative to at least a total of one-hundred-fifty (150) days.
4. The School Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such personal illness leaves of absence. Upon the employee's use of five consecutive personal illness days, the Board shall require a statement from the employee's physician stating the employee's fitness to return to work.
5. In the event the employee is taking Disability Leave or Anticipated Disability Leave, the employee shall notify the superintendent of the date that the employee desires to take the leave as soon as such information is available, or within fifteen (15) days of the date on which the leave is requested to begin. In the event of pregnancy, notice shall be given to the superintendent prior to two (2) months or as soon as possible of the anticipated taking of disability leave. Up to six (6) consecutive calendar weeks of personal illness leave shall be granted for childbirth. Additional leave time may be granted for complications of the pregnancy or delivery or if additional time is recommended by a physician for concerns related to the mother's health. The employee will be required to submit a physician's statement indicating such a need as well as the anticipated return date. The commencement of personal illness leave for childbirth will be the birth of the child or hospitalization prior to the birth unless a physician's statement indicates otherwise.
6. The employee shall receive a record of the accumulated leave each year and shall sign a copy to verify its accuracy.
7. If an employee is unable to begin service under his contract because of personal illness or injury on the dates on which the contract is designated to begin, he shall nevertheless be entitled to draw compensation for any unused sick leave he may have accumulated from prior years of the current year of service with the District, pursuant to its regulations thereto, payable at the time regular installments are due under this contract notwithstanding the fact that he did not commence actual service under this contract for the school year covered therein. New employees to the District shall not be eligible for personal illness leave until they have started to work on the job.
8. Except when prevented by circumstances beyond control, the employee must report intention to be absent from duty to the principal not later than 7:00 a.m. on the day of the absence. Notice shall be given as soon as possible.
9. When the employee expects to return to duty, notification shall be given to the principal of such intention by 3:00 p.m.; if possible, on the previous day so that the substitute teacher may be released.

**B. Disability Leave.**

**Employees may apply for leave based on a medically related disability. Application for leave must be timely and for foreseeable conditions reasonably in advance of the requested leave.**

**If granted, sick leave/personal illness leave will be paid for workdays missed when the employee is unable to work due to a medically related disability. Any additional days requested and granted at the employer's discretion shall be unpaid. Insurance benefits will continue during paid disability leave but not during any unpaid disability leave unless required by law. If applicable, disability leave could be granted through the end of the current school year.**

**The employer may require medical documentation at the employee's expense to support an employee's disability leave, return from leave or ability to work prior to leave. An employee may be required to submit to a medical examination by a doctor designated by the employer at the employer's request and expense. In the event of disagreement regarding an issue of a medically related disability relating to leave, a third doctor may be jointly selected to render a medical opinion, and the employer will pay that expense.**

**When the dates for commencement of medical disability leave or resumption of duties after medical disability leave would interfere with the school work and/or instructional program in the opinion of the administration, the requested dates may be changed unless to do so would conflict with existing law.**

**C. Illness in the Immediate Family**

1. A maximum of five (5) days leave of absence per school year shall be granted for serious illness in the employee's immediate family; this leave shall be without loss of pay. Five (5) additional days of leave of absence per school year may be granted at the discretion of the superintendent if the serious illness in the employee's immediate family requires hospitalization or as directed by a physician for serious home health care.
2. Immediate Family will be defined, for all references in this agreement as: spouse, child, mother/father, brother/sister, grandparent/grandchild, and the "step" and "in-law" relationships of the above.
  - a. At the discretion of the superintendent, leaves covered under **C-1** and **C-2** of this **article** may be granted for family members not covered in the definition of immediate family.
3. Each employee shall notify the superintendent or his designee of the necessity for such leave as soon as a necessity to take such leave is known.

**D. Child Rearing Leave**

1. In the case of the birth or adoption of a child, any employee shall have the right to apply for a leave without pay for child rearing purposes.
  - a. Individuals granted child rearing leave for the full contract year will state in writing by March 1<sup>st</sup> their intentions for the next contract year.
2. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.
3. Child rearing leave may be made to become effective immediately upon the termination of a pregnancy leave.
4. Child rearing leave shall be granted for a minimum of up to the end of the grading period in which the birth or adoption of a child occurs, or for successive nine (9) week grading periods up to a maximum of one school year. Request for extension of such leaves must be made at least three (3) weeks prior to the expiration of the first period thereof.
5. Where the birth of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.
6. When a child rearing leave is requested, the employee requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

7. Applications for child rearing leaves shall be filed at least three (3) months before the anticipated birth of a child. In case of adoption, application for child rearing leave shall be made as soon as possible.
8. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, the employee will be assigned to his or her former position, unless, in the discretion of the superintendent, such reassignment would be disruptive to the educational process. In that event, the employee may be assigned to any position decided upon by the superintendent, so long as such assignment is within the endorsement area of such employee; it is the purpose of such an assignment not to interfere with nor to disrupt the instruction of students, particularly where such pupils may have commenced their instruction with an employee who was assigned to them at the start of the school year.
9. Anything to the contrary, notwithstanding, a child rearing leave granted to an employee need not be extended beyond the end of the contract school year in which the leave is obtained.
  - a. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon, a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

#### E. Personal Leave

1. One day of personal leave shall be granted per year without loss of pay or deduction from other leaves, to accumulate to three. Application for personal leave shall be made in writing to the building principal seven (7) days in advance of the leave. Personal leave shall not be granted during:
  - a. The first five (5) student attendance days and the last five (5) student attendance days of school,
  - b. Days designated for in-service training or teacher workday, including pre-school workshop week,
  - c. Days designated for parent-teacher conferences,
  - d. Days immediately before or after holidays, vacations or conference compensation days.

No more than three (3) middle school and four (4) senior high employees per building may take personal leave on the same day. Elementary buildings with an enrollment of 250 or more, will be allowed two (2) employees personal leaves on the same day. Requests shall be granted on a first come, first served basis. Personal leave may be used in half-day increments.

Exceptions to the limits stated above may be made by the superintendent/designee at his/her discretion.

2. Employees who do not use personal leave during the year may choose one of the following:
  - a. \$100 [to be paid with the last pay check following the school year during which it was earned (August)] OR
  - b. Add one additional personal illness day to his/her sick leave accumulation not to exceed the maximum.
3. As of June 30, 2005, persons who have accumulated four (4) personal business days will have their personal business leave grand-fathered in as four (4) personal leave days. As these days are used the maximum accumulation will become three (3) personal days.

- F. Temporary Absence During the Workday. Temporary absence during the workday may be granted by the building principal. Individuals utilizing this leave will be required to state their reason, as well as, sign in and out of the building.
- G. Bereavement. Employees shall be granted up to five (5) days leave of absence per occurrence at full pay for attendance at funerals involving immediate family. "Immediate family" shall mean spouse, child, mother, father, brother or sister, father/mother-in-law, grandparent, grandchildren, brother/sister-in-law(s), or son/daughter-in-law(s). Upon request of the employee, up to four (4) additional days may be granted at the discretion of the superintendent or his or her designee.
1. An additional five (5) days of bereavement leave at the discretion of the superintendent or his/her designee for other than "immediate family" as specified in this section. The additional five (5) days are for the contract year and not for each occurrence.
- H. Jury and Legal Leave. Any employee summoned for jury duty and who is not excused therefrom, or who is required by law to testify in a criminal or civil court proceeding, shall be released from duty to testify, with pay, when the appearance so required is related to the performance of the employee's contractual duties or is a non-job related appearance in which the employee is not a defendant or plaintiff. Any fees or remuneration the employee receives during such leave shall be turned over to the District.
- I. Leave Without Pay. Periods of leave without pay may be granted at the sole discretion of the superintendent or his or her designee for periods up to ten (10) days. The employee shall make written application stating the reason for the request at least **ten (10)** days in advance, if possible.
- J. Short Periods of Professional Leave. Short periods of professional leave per school year may be granted upon written request to and at the discretion of the superintendent for employees to view instructional techniques or programs, attend conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions. Employees desiring to use such leaves shall submit a written request at least seven (7) calendar days prior to date of said leave. This leave is without loss of pay.
- K. Temporary Leaves. Temporary leaves of absence with pay may be granted by the superintendent or his or her designee, at his or her discretion. The employee shall make written application for such leave at least seven (7) days in advance of the occurrence, if possible. The taking of leave without written application and the superintendent's or his or her designee's express approval may be deemed to be neglect of duty. This leave may not exceed five (5) days per year. The cost of the substitute will be deducted from the employee's pay.

Temporary leave may be granted for the following reasons:

1. Funerals for relatives or friends not covered in any previous provision.
2. Weddings in immediate family.
3. Important meetings or conferences that are helpful to the individual's school work although not specifically educationally oriented.
4. Attending graduation exercises for immediate family or self.
5. Extension of family death leave if needed.
6. Storm caused delays in return from out of town.
7. Other reasons deemed appropriate by the superintendent.



- L. Good Cause Leave. A leave may be granted at the discretion of the superintendent or his/her designee for up to one (1) year with or without pay and/or benefits. The individual employee granted such leave to the end of the school year shall state in writing his/her intention to return prior to March 1.

Failure to comply with this article will constitute a breach of contract between the District and the individual may be terminated. An individual's ability to continue as a member of group insurance programs by prepayment of the premium shall be subject to insurance carrier eligibility requirements. This leave must be requested on an annual basis and absent extraordinary circumstances will be renewed for no more than a total of two years.

- 1. Individuals serving as a DOSA will remain in their job category and will continue to accumulate credit on the seniority list.

#### ARTICLE X: HOURS OF WORK

- A. The workday shall be eight (8) hours. Individual buildings will have the flexibility to define the eight (8) hour workday. The District will define student hours. Individuals assigned to more than one building and/or any part-time employee will work out any differences between the two assignments to the satisfaction of all parties involved.
- B. The workday shall include a thirty (30) minute duty-free lunch period.
- C. The administration may assign extracurricular or supervisory duties beyond the regular school day, and such assignment shall be made on an equitable basis.
- D. Employees covered by this contract, may, at the discretion of the administration, be required to attend not more than two (2) meetings per month that extend beyond the contract workday. Workday extensions include, but are not limited to: District-level curriculum meetings and building-level meetings required by Administration. Meetings of committees whose membership is determined on a voluntary basis are exempt from these conditions because of their voluntary nature. Absent extenuating circumstances, **the District will provide a seventy-two (72) hour written notification of the meeting and clearly state if attendance is voluntary or mandatory.** Mandatory attendance at the meeting will not begin before 7:30 a.m. and will not extend beyond 5:00 p.m.
- E. Extensions of the workday for open houses will be compensated by released time from the normal workday requirement. Staff members will be released from non-student contact time equivalent to the length of the open houses. The released time must not conflict with scheduled staff development or other scheduled meetings and must be completed within **twenty (20) work days** of the open houses. Extensions of the workday for the parent teacher conferences scheduled on the District calendar will be compensated by scheduling two of the ten contracted workdays as compensatory time.
- F. Notice of meetings called under Section D and Section E of the Article shall be given at least three (3) school days in advance, if possible.
- G. Employees shall be released from duty at the end of the school classes on Fridays, the day before a vacation or holiday, except the last day of school, or except in an emergency situation.
- H. Every teacher shall have preparation time. Preparation time is defined as time when teachers prepare for classroom instruction, implement their individual career development plans, meet student needs and other District, state, and federal expectations.
  - 1. "Elementary preparation time" shall be defined as time when the employee's assigned students are in art, music, or physical education.

2. Preparation time for all other employees shall be defined as that time when the employee is normally scheduled for preparation.
- I. Employees who are required by an administration to substitute for other employees during their preparation time shall be compensated at their per diem hourly rate of pay.

#### ARTICLE XI: INSURANCE

- A. A group hospital and major medical insurance policy identified as a Preferred Provider Organization 500 with mandatory hospital pre-authorization shall be made available to all full-time employees. The insurance program carrier shall be selected by the Board. Employees desiring to be covered by group hospital and major medical insurance shall notify the Board in writing. The Board shall pay the monthly single premium to cover the cost of said insurance for each employee. Each employee may insure his or her immediate family under the coverage afforded and the District shall pay one-third (1/3) of the dependent portion of the premium. The employee shall pay the additional amount necessitated to pay the monthly premium, which amount shall be deducted each and every month during the employee's pay period.
- B. A group life insurance policy, insuring each employee with \$50,000 group term life insurance, will be made available to all employees. The Board shall select the carrier and shall pay the annual single employee premium cost for each employee desiring such coverage. Each employee may insure his or her immediate family under this coverage afforded, and the employee shall pay any additional amount necessitated to pay the annual premium, which amount shall be deducted on a prorated basis each and every month during the employee's pay period. Each employee may purchase at personal expense an additional coverage of insurance to a maximum total of one hundred thousand dollars (\$100,000).
- C. A group long-term disability insurance policy that shall provide benefits to each employee up to age 65, or such other retirement age as may be established by Labor Department regulations, amounting to sixty-six and two-thirds percent (66 2/3%) of salary up to \$2,500 per month following a waiting period or ninety (90) consecutive calendar days or ninety (90) days of accumulated sick leave, whichever is greater, shall be made available to all employees. The Board shall select the carrier and pay the monthly premium for each employee desiring such coverage.
- D. A group dental insurance policy shall be made available to all employees. The Board shall select the carrier and shall pay the single employee premium cost for each employee desiring such coverage. Providing carrier eligibility requirements are met, each employee may insure his or her immediate family under the coverage afforded and the employee shall pay the additional amount necessitated to pay the dependent portion of the monthly premium, which amount shall be deducted each and every month from the employee's pay.
- E. Employees shall notify the Board in writing of their desire to be covered by any of the insurance policies obtained herein, and the Board shall provide each employee with a description of all group insurance policies carried under the provisions of this Article and shall assist in providing insurance information in the form of applications.
- F. An optional supplemental insurance package (IRS Section 125) will be established and made available to all interested employees at their expense. The Association shall select the carrier and participating employees shall pay all premium costs incurred. The District's responsibilities shall be limited to facilitation and administration through signups and payroll services.

## ARTICLE XII: WAGES

- A. The salary of each employee, except nurses, covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part hereof. Nurses' salaries shall be covered by Schedule C, which is attached hereto and made a part hereof.
- 1, Upon initial hire, employees will be credited with all successfully completed uninterrupted experience. Situations involving an interruption of service will be evaluated by the superintendent/designee. Credit for interrupted service will only be granted if licensure has not been interrupted.
- B. Method of Payment. Each employee shall be paid one-twelfth (1/12) of the annual salary in monthly installments. Employees shall receive their checks at their assigned buildings on regular school days. Pay period shall commence on September 20. When a pay date falls on or during a school holiday or weekend, employees shall receive their paychecks on the last working day previous thereto. Paychecks during the summer vacation period shall be mailed to the address designated by the employee. Upon request and at the discretion of the Administration, employees terminating employment with the District may receive their earned salary less appropriate deductions on June 20, if funds are available to honor such requests.
- C. Increments shall be earned for each year's continuous employment, individuals placed on a contract before March 1<sup>st</sup> will be given a full year credit and individuals' contracts after this day will not. This assumes that all requirements of this Article are met. Part-time employees' increments shall be granted on the basis of one year's service equals one full year of increment. This assumes that all requirements of this Article are met.
- D. A teacher may advance a maximum of one step vertically in the same year. With prior approval of the superintendent or designee, a teacher may advance up to two steps horizontally in any one year by earning additional credits. The following provisions shall apply with evidence submitted to the Human Resources office prior to the first September Board meeting:
1. Advancement from the BA/BS to the BA/BS+15/MA lane
    - Provide evidence in advance of acceptance into a Master's program from an accredited institution. In addition to the request for advancement form available in the Human Resource office, this must include a letter from your college advisor stating that you have been accepted into a Masters' program.
    - Upon completion, provide evidence that you have completed 15 hours toward your Master's or a complete transcript stating the Master's degree has been completed from an accredited institution, to the Human Resource office.
    - Meets the requirements as stated on the application for advancement which is available in the Human Resource office.
  2. Advancement from the MA/MS to the MA/MS+15 or MA/MS+30 lane
    - Provide completed request form in advance of the classes to be completed in order to make the advancement. Form is available in the Human Resource office.
    - Course work needs to be pertinent to one's current assignment.
    - Course work needs to be from an accredited institution.
    - Course work must be at the graduate level.
    - Meets the requirements as stated on the request form.
    - Upon completion, provide a complete transcript stating the coursework has been completed from an accredited institution, to the Human Resource office.
  3. Advancement beyond the MA/MS+30
    - Limited to staff members who are on a program leading to a recognized 6<sup>th</sup> year program, a specialist degree, or an advanced degree from an accredited institution.

- Provide evidence in advance of acceptance into the program from an accredited institution. In addition to the request for advancement form available in the Human Resource office, this must include a letter from your college advisor stating that you have been accepted into such a program.
  - Upon completion, provide a complete transcript stating the program has been completed from an accredited institution, to the Human Resource office.
  
- E. The District will transfer Tax Sheltered Annuity payments on pay dates as defined in Section B of this article. Employees wishing to exercise an electronic transfer option must notify the District, and complete all necessary paperwork.
  
- F. Teachers whose 2004-2005 Teacher's Continuing Contract identifies more than 190 days of service shall be compensated for the additional days of work on a per diem basis. Teachers assigned to laboratory courses may request up to five (5) days additional contract or lab maintenance or equipment repair. The granting of any additional contract days shall be at the Administration's sole discretion.
  1. All employees receiving Phase II monies will be paid according to the plan agreed to by the Board of Education and the Fort Dodge Education Association.
  2. Individuals assigned to writing District grants, or receiving compensation from District grants, shall be compensated at their per diem hourly rate of pay; unless, through a trust agreement, the District and the Association formally agrees to a different compensation rate.
  
- G. After ten (10) or more years of service, severance pay shall be promptly made to each employee in an amount equivalent to fifty percent (50%) of the per diem pay of the employee's beginning base salary in the year of separation from the District and shall be equivalent to all unused sick leave days (not to exceed 120) which the individual had accumulated but did not use during employment with the District. Employee initiated resignations must be submitted in writing by May 1 to qualify for severance pay. Exceptions to the May 1 deadline may be made at any time in cases of employee illness or disability, employee death, transfer of an employee's spouse outside the District, marriage and relocation outside the District, resignations at the request of the Board, or other circumstances allowed by the Board of Education. In the event that an employee who has been terminated elects to receive severance pay at the time of termination, that employee agrees to repay the entire severance pay upon recall, or to repay the severance pay in a manner mutually agreeable between the Board of Education and the individual employee. **This article will cover all employees hired prior to July 1, 2006.**
  
- H. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board authorization for payroll deduction of Association dues. The Association agrees to inform its members of the voluntary procedure for dues deduction authorization or revocation thereof. The authorization form shall be designed by the Association, subject to approval of the Board, shall be revocable on thirty (30) days' notice, and expenses for producing and distributing said form shall be borne by the Association.
  1. Dues authorization forms shall be received by the Board not less than ten (10) days prior to the District's monthly October payroll date in which the deduction is to commence. This dues authorization shall remain in effect from year to year, or until it is revoked as specified in Section I of this Article.
  2. The Board agrees, pursuant to receipt of the dues deduction authorization, to deduct one-ninth (1/9) of the total annual dues from the employee's regular paycheck and remit same promptly to the Association.

I. Career Increment.

1. After 17 years of service with the District, a career increment of 1% will be added to the current salary.
2. After 20 years of service with the District, a career increment of 2% will be added to the current salary.
3. After 25 years of service with the District, a career increment of 3% will be added to the current salary.
4. After 30 years of service with the District, a career increment of 4% will be added to the current salary.
5. Any employee who has been granted a one-half (1/2) step increment shall receive one half of the increment due him or her that year.

J. The following provisions will be for job sharing positions initiated by the employee and approved by the District.

1. The District will provide a salary equivalent to one FTE shared by two individuals. Each salary will be determined by the individual's placement on the salary schedule. The District will provide Health and Major Medical insurance equivalent to one FTE and will provide Dental and Life Insurance to both individuals. Determination of who gets the Health and Major Medical insurance benefits will be by joint agreement and if both parties request the Health and Major Medical insurance, it will be divided equally.
2. The position must be renewed on an annual basis with approval of the superintendent of schools or his/her designee by March 1<sup>st</sup> of each year.

ARTICLE XIII: SUPPLEMENTAL PAY

- A. Employees who are assigned to more than one school and/or are requested to use their own automobiles in the performance of their duties shall be reimbursed for such travel between schools at the rate per current IRS standards per mile by the Board of Education. Claims for payment of mileage shall be submitted monthly to the Board for its approval.
- B. Employees contracted for coaching or extra duties as set forth and designated in Schedule B shall be paid in addition to their regular salary, the amount as shown in said Schedule B, which is attached hereto and made a part hereof.
- C. Additional compensation shall not be granted above the basic salary schedule and/or Schedule B for employees assigned to extra-curricular and supervisory duties beyond the regular school day.
- D. Employees who participate in summer curriculum workshops, instruction, or counseling program shall be compensated at their individual per diem hourly rate.

ARTICLE XIV: GRIEVANCE

- A. A "grievance" shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement or that an employee has been treated inequitably under the terms and conditions of this agreement or that there exists a condition which directly and adversely affects the health and safety of an employee.

1. Every employee, group of employees, or the Association covered by this agreement shall have the right to present grievances in accordance with these procedures.
2. Every employee or party in interest shall have the right to be represented at any step in this procedure by a representative of their own choosing at their own expense. A representative of the Association may be present at Steps 2 through 4 of the grievance procedure, and in the event the Association is not satisfied with the resolution of the grievance that has proceeded through Step 3, it may become a party in interest and pursue the grievance to Step 4. If a grievance affects a group or class of employees because of the existence of a similar set of facts and issues, the Association may become a party in interest and may submit such grievance in writing at Step 3, and it may process said grievance through the remaining steps of the procedure and in conformity therewith.
3. A "party of interest" is the person making the complaint and any person, including the employer, who might be required to take action, or against who action might be taken, in order to resolve the complaint.
4. The failure of an employee to act on any grievance within the prescribed time limits shall act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement, however.
5. When grievance arbitrations must be scheduled in working hours, up to three (3) representatives and/or witnesses of the Association including the grievant(s) shall be granted Association leave of absence or release time to attend the arbitration hearing at no loss of pay. If Association leave is used, payment for substitutes shall be governed by Subsection 8.B. If Association leave is not used, the Association or the grievant shall bear the cost of providing substitutes for employees, if any.
6. Any employee on leave or in reduced status (RIF) shall retain all rights under this grievance procedure.

B. Grievance procedure

1. First Step. An attempt shall be made to resolve any grievance in informal, oral discussion between complainant and his or her principal. The parties shall do this during the workday except during extraordinary circumstances.
2. Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) employees' contracted school days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within seven (7) school days after receipt of the grievance.
3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within seven (7) days after such written grievance is filed, the aggrieved and the superintendent shall meet to resolve the grievance. The superintendent shall file an answer within seven (7) school days of the third step grievance meeting and communicate it in writing to the employee and the administrative assistant.

4. Fourth Step. If the grievance is not satisfactorily resolved at the third step, there shall be available a fourth step of binding arbitration. The employee and the Association may submit a request in writing to the superintendent within seven (7) school days of the date the decision is rendered in Step Three, for the selection of an arbitrator to hear the grievance. The parties shall try to agree on an arbitrator. If they cannot agree, then either of the parties may request the Public Employment Relations Board to recommend a list of seven (7) arbitrators, from which each party will alternately strike three (3) names. The remaining listed person shall serve as the arbitrator for the purpose of rendering a binding ruling to the parties. The grieving party shall make the first strike. No grievance may be appealed to this step without the approval of the Association.
  - a. The arbitrator shall render the decision within a reasonable period of time and within thirty (30) days if possible.
  - b. The arbitrator, in the decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The authority shall be strictly limited to deciding only the issue or issues presented to it by the School District and the Association, and the decision must be based solely and only upon the interpretation of the meaning or application of the express, relevant language of this Agreement.
  - c. The cost of the arbitrator and expense of hearing shall be borne equally by the parties. Expenses incurred by a party in preparation or presentation of the case shall be solely at the expense of the party.
- C. Whenever a grievance has been filed at such a time that it cannot be processed through all of the steps of the procedure herein so as to be resolved by the end of the school year, and if left unresolved until the beginning of the next school year, harm might result, the time limits set forth herein shall be reduced so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as practicable. Reduction of the time limits shall be by mutual agreement between the parties.
- D. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the part in interest, and their designated or selected representatives.

#### ARTICLE XV: INSERVICE

- A. An inservice education advisory committee with administration and employee representation shall be appointed as a means by which recommendation may be made for items to be considered for all District's education programs.
- B. The inservice education advisory committee shall consist of three (3) employees selected by the association and four (4) employees chosen by the District. One of the employees chosen by the District will chair the inservice committee.
- C. At least one-half (1/2) of allotted inservice time will be reserved for building-level and/or classroom implementation activities related to the District's Comprehensive Improvement Plan.
- D. Child and Dependent Adult Abuse, Bloodborne Pathogens, and Hazardous Chemical training will be provided by the District during the workday at no cost to employees.

#### ARTICLE XVI: MENTORING PROGRAM

- A. The purpose of the District's Mentoring and Induction Program is to promote excellence in teaching, enhance student achievement, build a supportive environment within the district, increase the

retention of promising beginning teachers, and promote the personal and professional well-being of beginning classroom teachers. All beginning teachers must participate in this program.

- B. A mentor is a teacher or retired teacher who holds a valid license issued under Iowa Code Chapter 272 and is assigned to provide assistance to a beginning teacher as is outlined in Section 281, Chapter 83 of the Iowa Administrative Code. Mentor qualifications and the mentor selection process shall follow those identified by the District's state-approved Beginning Teacher Mentoring and Induction Program Plan.
- C. State funds received by the school district from the program shall be used for implementing the District's state-approved plan as is identified in Chapter 83. This includes an award of \$500 per semester for each mentor for his/her full participation in the program and \$300 for the district per beginning teacher.
  - 1. Each mentor shall be eligible for an award of \$500 per semester for full participation in the program as established in the District's state-approved plan. Fair and equitable compensation shall be at the rate of the teacher's average hourly per diem for training and required meetings and work outside the regular workday and/or contract year. The number of hours required for implementation of the program shall not exceed the \$500 award identified above per semester using the teachers' average hourly per diem.
  - 2. The District shall receive \$300 for each participating beginning teacher. These moneys shall be used for implementation of the program including but not limited to compensation for the program coordinator, compensation for substitutes so the beginning teacher and mentor can complete their observation/conferencing, printing, training instructional supplies, supplemental educational materials, and registration fees for outside training.
- D. Successful completion of the mentoring program shall be determined by completion of the program expectations as identified in the state-approved district plan. These expectations will be presented by the mentor director before October 1, or within the first month of employment in the District, if hired after the start of the school year.
- E. The District may offer a teacher a third year in the program if, after conducting a comprehensive evaluation, the District determines that the teacher is likely to successfully complete the mentoring and induction program by the end of the third year of eligibility.
- F. The Mentoring and Induction program will be provided as is required by state regulations and paid with the supporting funds from the state. At any time in which the state should withdraw the program due to insufficient funding, the District will need to reconsider the continuation of said program.

#### ARTICLE XVII: UNPAID VACATIONS AND HOLIDAYS

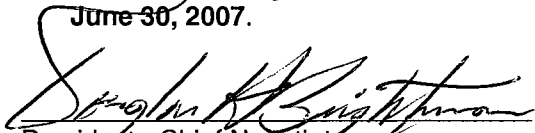
- A. September 4 - Labor Day  
November 23-24 - Thanksgiving Holiday  
December 22-January 1 - Winter Vacation  
March 19-22; April 6 - Spring Vacation  
May 28 - Memorial Day

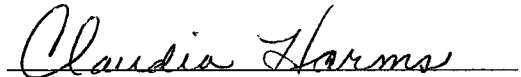


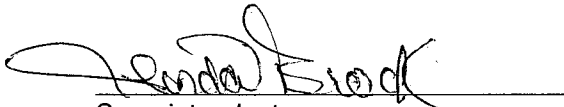
## ARTICLE XVIII: COMPLIANCE AND DURATION

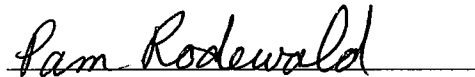
- A. Separability. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining article, section, or clause shall remain in full force and effect.
- B. Printing. The Board shall **print copies of this Agreement and shall make it available on the district's website.** All costs of printing this Agreement shall be shared equally by the Board and the Association.

- C. Duration. This agreement shall be effective as of **July 1, 2006**, and shall continue in effect through **June 30, 2007.**

  
President - Chief Negotiator  
Fort Dodge Education Association

  
Negotiation Team Member  
Fort Dodge Education Association

  
Superintendent  
Fort Dodge Community School District

  
Chief Negotiator  
Fort Dodge Community School District

  
President, Board of Education  
Fort Dodge Community School District

Approved by Association  
25 day of June, 20 06

Approved by Board of Education  
8th day of May, 20 06

It is the policy of the Fort Dodge Community School District not to discriminate on the basis of race, creed, color, national origin, gender, disability, religion, age or marital status in its programs, services, and employment practices. If you have questions or grievances related to this policy, please contact Marcy Harms, Director of Student Services, Arey Education Center, 104 South 17<sup>th</sup> Street, Fort Dodge, IA 50501, (574-5678) or contact the U. S. Department of Education Office for Civil Rights Midwestern Division, 10220 North Executive Hills Boulevard, 8<sup>th</sup> Floor, Kansas City, MO 64153-1367. (Alternate for Section 504 is Lis Ristau, Director of Special Needs, 515-574-5675)

The District's Compliance Coordinator for Affirmative Action is Pam Rodewald. She can be reached at 574-5657 or 104 South 17<sup>th</sup> Street, Fort Dodge, IA 50501.

The District's Designated Investigator of Physical/Sexual Abuse of Students by School Employees is Marcy Harms. She can be reached at 574-5678 or 104 South 17<sup>th</sup> Street, Fort Dodge, IA 50501. The alternate is Corey Moody. He can be reached at 574-5469 or 819 North 25<sup>th</sup> Street, Fort Dodge, IA 50501.

The District's Officer for Harassment Complaints and Allegations is Marcy Harms, Director of Student Services. She can be reached at 574-5678 or 104 South 17<sup>th</sup> Street, Fort Dodge, IA 50501.

Revised: 05/06

**TEACHERS SALARY SCHEDULE 2006-2007  
SCHEDULE A**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
0	26,165(1)	27,212(1.04)	29,305(1.12)	30,613(1.17)	31,921(1.22)	33,753(1.29)
1	26,950(1.03)	27,997(1.07)	30,351(1.16)	31,660(1.21)	32,968(1.26)	34,799(1.33)
2	27,735(1.06)	28,782(1.1)	31,398(1.2)	32,706(1.25)	34,015(1.3)	35,846(1.37)
3	28,520(1.09)	29,566(1.13)	32,445(1.24)	33,753(1.29)	35,061(1.34)	36,893(1.41)
4	29,566(1.13)	30,613(1.17)	33,491(1.28)	34,799(1.33)	36,108(1.38)	37,939(1.45)
5	30,613(1.17)	31,660(1.21)	34,538(1.32)	35,846(1.37)	37,154 (1.42)	38,986(1.49)
6	31,660(1.21)	32,706(1.25)	35,584(1.36)	37,023(1.415)	38,463(1.47)	40,294(1.54)
7	32,706(1.25)	33,753(1.29)	36,631(1.4)	38,201(1.46)	39,771(1.52)	41,602(1.59)
8	33,753(1.29)	34,799(1.33)	37,678(1.44)	39,378(1.505)	41,079(1.57)	42,911(1.64)
9	34,799(1.33)	35,846(1.37)	38,855(1.485)	40,608(1.552)	42,387(1.62)	44,219(1.69)
10	35,846(1.37)	36,893(1.41)	40,032(1.53)	41,864(1.6)	43,696(1.67)	45,527(1.74)
11	36,893(1.41)	37,678(1.44)	41,210(1.575)	43,094(1.647)	45,004(1.72)	46,835(1.79)
12	37,678(1.44)	38,724(1.48)	42,387(1.62)	44,350(1.695)	46,312(1.77)	48,144(1.84)
13	38,724(1.48)	39,509(1.51)	43,565(1.665)	45,579(1.742)	47,620(1.82)	49,452(1.89)
14	39,509(1.51)	40,294(1.54)	44,742(1.71)	46,835(1.79)	48,929(1.87)	50,760(1.94)
15	40,294(1.54)	41,079(1.57)	45,920(1.755)	48,065(1.837)	50,237(1.92)	52,068(1.99)
16	-	41,864(1.6)	47,097(1.8)	49,321(1.885)	51,545(1.97)	53,377(2.04)
<b><u>Increments</u></b>						
1%	403	419	471	493	515	534
2%	806	837	942	986	1,031	1,068
3%	1,209	1,256	1,413	1,480	1,546	1,601
4%	1,612	1,675	1,884	1,973	2,062	2,135

# SCHEDULE B

## 2006-2007 EXTRA COMPENSATION SCHEDULE

<u>SENIOR HIGH</u>	<u>INDEX FACTOR</u>	<u>AMOUNT</u>
<u>Athletics</u>		
Baseball		
Head Varsity	0.175	4,579
Asst. Varsity	0.11	2,878
Basketball		
Head Varsity	0.22	5,756
Assistant Varsity	0.125	3,271
Head 10 <sup>th</sup> Grade	0.125	3,271
Assistant 10 <sup>th</sup> Grade	0.115	3,009
Head 9 <sup>th</sup> Grade	0.115	3,009
Assistant 9 <sup>th</sup> Grade	0.1025	2,682
Cross Country		
Head Varsity	0.115	3,009
Assistant	0.065	1,701
Football		
Head Varsity	0.22	5,756
Assistant Varsity	0.125	3,271
Head 10 <sup>th</sup> Grade	0.125	3,271
Assistant 10 <sup>th</sup> Grade	0.115	3,009
Head 9 <sup>th</sup> Grade	0.115	3,009
Assistant 9 <sup>th</sup> Grade	0.1025	2,682
Golf		
Head Varsity	0.115	3,009
Assistant	0.065	1,701
Soccer		
Head Varsity	0.16	4,186
Assistant	0.1	2,617
Softball		
Head Varsity	0.175	4,579
Assistant	0.11	2,878
Swimming		
Head Varsity	0.175	4,579
Assistant	0.11	2,878
Tennis		
Head Varsity	0.115	3,009
Assistant	0.065	1,701
Track		
Head Varsity	0.175	4,579
Assistant	0.11	2,878
Volleyball		
Head Varsity	0.16	4,186
Assistant	0.115	3,009
Wrestling		
Head Varsity	0.22	5,756
Assistant	0.125	3,271

SENIOR HIGH (continued)

	<u>INDEX FACTOR</u>	<u>AMOUNT</u>
Academic Activities		
Model United Nations	0.1	2,617
Academic Competitions		
Academic Decathlon	0.046	1,204
Model Legislature	0.023	602
Mock City Council	0.035	916
Quiz Bowl	0.023	602
Board Approved Club Activities		
Creative Writing Club	0.015	392
Foreign Language Clubs	0.015	392
National Forensic League	0.015	392
National Honor Society	0.05	1,308
Bowling	0.04	1,047
Broadcasting Club (Radio and Film)	0.03	785
Cheerleaders Advisor	0.09	2,355
Pep Club Advisor & Assistant Cheerleader Advisor	0.056	1,465
Color Guard	0.025	654
Debate	0.14	3,663
Assistant Debate	0.08	2,093
<b>Department Chairs</b> <b>(If determined to be continued following 2005-2006 evaluation)</b>	<b>0.05</b>	<b>1,308</b>
Dodger Senate	0.12	3,140
Drama	0.12	3,140
Assistant Drama	0.06	1,570
Drill Team – Pom Squad	0.0435	1,138
Intramurals	0.04	1,047
Music		
1.    Head Marching Band (.0834), Wind Ensemble, Contest Work and Programs, All-State Music Festival (.0448) Assistant Jazz (.0447) Pep Band (.0209)	0.1938	5,071
2.    Assistant Marching Band (.0447) Head Jazz (.0834) Pep Band (Co-director) (.0209) Symphonic Band, Contest Work & Programs, All-State Music Festival (.0448)	0.1938	5,071
3.    Vocal Programs All-State Music Festival	0.1306	3,417
4.    Musical Directors (.1466) Vocal	0.052	1,361
Drama	0.052	1,361
Pit Orchestra	0.042	1,099
5.    Orchestra	0.0366	958

SENIOR HIGH (continued)	INDEX FACTOR	AMOUNT
Publications		
Annual	0.09	2,355
Newspaper & Parent Newsletter	0.09	2,355
Senior Class Advisor	0.025	654
Large Group Speech	0.06	1,570
Assistant Large Group Speech	0.03	785
Small Group/Individual Speech	0.06	1,570
Assistant Small Group/Individual Speech	0.03	785
<u>MIDDLE SCHOOL</u>		
	INDEX FACTOR	AMOUNT
Athletics		
Athletic Coordinator	0.0775	2,028
Football		
Head 7 <sup>th</sup> and 8 <sup>th</sup>	0.0775	2,028
Assistant 7 <sup>th</sup> and 8 <sup>th</sup>	0.065	1,701
Basketball		
Head 7 <sup>th</sup> and 8 <sup>th</sup>	0.0775	2,028
Assistant 7 <sup>th</sup> and 8 <sup>th</sup>	0.065	1,701
Volleyball		
Head 7 <sup>th</sup> and 8 <sup>th</sup>	0.0775	2,028
Assistant 7 <sup>th</sup> and 8 <sup>th</sup>	0.065	1,701
Wrestling		
Head	0.0775	2,028
Assistant	0.065	1,701
Cross Country		
Head	0.0775	2,028
Assistant	0.065	1,701
Track		
Head	0.0775	2,028
Assistant	0.065	1,701
Softball		
Head	0.11	2,878
Assistant	0.0775	2,028
Audiovisual Coordinator	0.05	1,308
Band	0.05	1,308
(For district approved music activities held outside school day)		
Bus Supervisor	0.025	654
Orchestra	0.05	1,308
(For district approved music activities held outside school day)		
Publications	0.02	523
Team Leader	0.05	1,308
Vocal Music Programs	0.05	1,308
(For district approved music activities held outside school day)		

ELEMENTARY

	<u>INDEX FACTOR</u>	<u>AMOUNT</u>
Music Programs (For district approved music activities held outside school day)	0.02	523

**SCHEDULE C**  
**FORT DODGE COMMUNITY SCHOOLS**  
**NURSES' SALARY SCHEDULE 2006-2007**

Nurses' Base Salary is One Hundred Percent (100%)  
of Teachers' BA Base

<u>STEP</u>	<u>INDEX</u>	<u>AMOUNT</u>
0	1.00	\$26,165
1	1.03	\$26,950
2	1.06	\$27,735
3	1.09	\$28,520
4	1.12	\$29,305
5	1.15	\$30,090
6	1.18	\$30,875
7	1.21	\$31,660
8	1.24	\$32,445
9	1.27	\$33,230
10	1.3	\$34,015
11	1.33	\$34,799
12	1.36	\$35,584
13	1.39	\$36,369
14	1.42	\$37,154
15	1.45	\$37,939

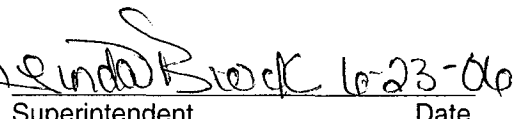
Letter of Agreement  
21<sup>st</sup> Century Community Learning Center  
Butler Elementary School

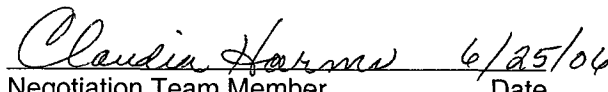
The District and the Association agree to the following compensation plan relative to the Butler Elementary School's 21<sup>st</sup> Century Community Learning Center Program as supported by grant funds commencing with the 2003-2004 school year and running for five (5) years.

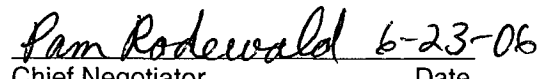
1. Participation in the program is voluntary. No teacher will be required to work within this program.
2. Teachers employed within this program will be allowed to leave their regular assignment when their responsibility for children has been completed. They will then be allowed to report to and clock into the 21<sup>st</sup> Century Learning Center Program upon arrival at the site. (Exceptions to conferences, required building or District meetings...)
3. Teachers shall be compensated **\$16.39** per hour during the **2006-2007** school year. An increase of 3 percent shall be given for salary adjustment in years two through five.
4. Teachers who write curriculum for this program shall be compensated at their individual per diem hourly rate.

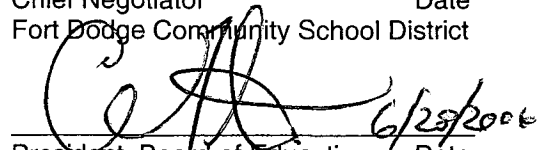
This letter of agreement will remain in place for the duration of the grant unless it becomes necessary to modify the program. The terms of this letter are subject to the negotiated process and could be altered through that process.

  
\_\_\_\_\_  
President - Chief Negotiator      Date  
Fort Dodge Education Association

  
\_\_\_\_\_  
Superintendent      Date  
Fort Dodge Community School District

  
\_\_\_\_\_  
Negotiation Team Member      Date  
Fort Dodge Education Association

  
\_\_\_\_\_  
Chief Negotiator      Date  
Fort Dodge Community School District

  
\_\_\_\_\_  
President, Board of Education      Date  
Fort Dodge Community School District



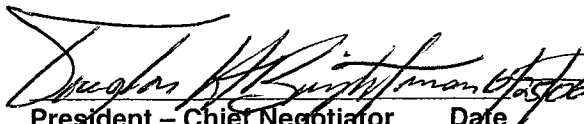
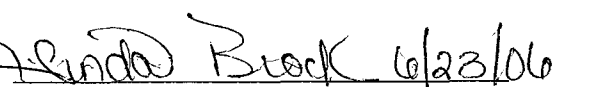


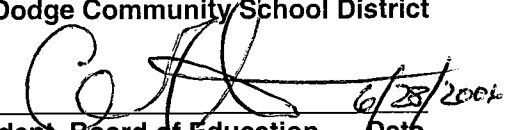
**Letter of Agreement  
Between the Fort Dodge Community School District and the  
Fort Dodge Education Association for the 2006-2007 School Year**

**Teacher Evaluation**

The District and Association agree to extend the responsibility of the current District/Association Teacher Evaluation Committee. This committee will continue its task of monitoring the implementation of the new teacher evaluation language and working toward District-wide consistency. To do so, the committee will meet at least once during each of the following school years: 2006-2007, and 2007-2008. Either side may request additional meetings as necessary.

The committee will continue to have equal District and Association representation, as well as include all three levels of the District. The Association will continue to select teachers and non-classroom teaching employees to serve on this committee.

Any recommendations for change regarding the evaluation procedures will be subjected to the collective bargaining process.

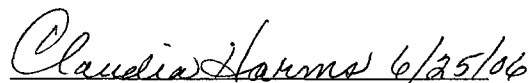
 _____ President - Chief Negotiator      Date Fort Dodge Education Association	 _____ Superintendent      Date Fort Dodge Community School District
 _____ Negotiation Team Member      Date Fort Dodge Education Association	 _____ Chief Negotiator      Date Fort Dodge Community School District
	 _____ President, Board of Education      Date Fort Dodge Community School District

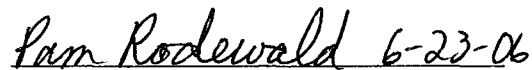
**Letter of Agreement**  
**Between the Fort Dodge Community School District and the**  
**Fort Dodge Education Association for the 2006-2007 School Year**

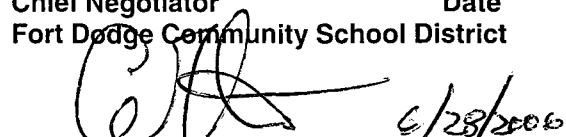
**Preparation Time**

The District and Association agree to the implementation of a district wide committee to include, at minimum, the superintendent and at least one member of the Board of Education. The purpose of this committee is to meet on a quarterly basis with representatives of the FDEA to address concerns regarding preparation time.

 _____ President - Chief Negotiator      Date Fort Dodge Education Association	 _____ Superintendent      Date Fort Dodge Community School District
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\_\_\_\_\_  
Negotiation Team Member      Date  
Fort Dodge Education Association

  
\_\_\_\_\_  
Chief Negotiator      Date  
Fort Dodge Community School District

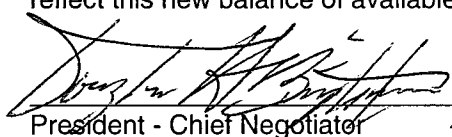
  
\_\_\_\_\_  
President, Board of Education      Date  
Fort Dodge Community School District

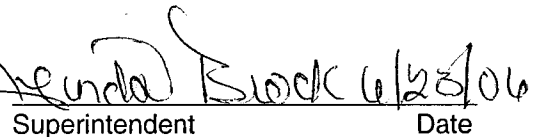
**Letter of Agreement**  
**Between the Fort Dodge Community School District and the**  
**Fort Dodge Education Association for the 2006-2007 School Year**  
**Professional Development Day(s)**

If the Legislature requires the District to add one or more professional development days to the school year and the Legislature provides sufficient funding to compensate teachers on a per diem basis for any professional development day which is added to the school year, then the District agrees that it will add only the required number of professional development days to the school year and that it will compensate teachers on a per diem basis for each day added to the school year.

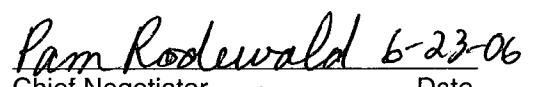
If the Legislature requires the District to add one or more professional development days to the school year and the Legislature does not provide sufficient funding to compensate teachers on a per diem basis for any professional development which is added to the school year, then the parties agree that the compensation for any additional day(s) will be paid at the individual's per diem through Teacher Compensation funds only to the extent these funds allow.

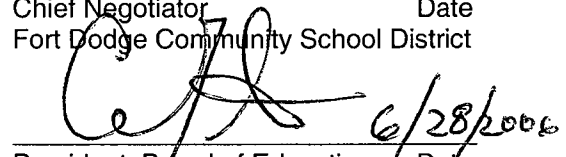
This letter of agreement does not incorporate these funds into any ongoing schedule, and previous language directing the distribution of teacher compensation funds will be adjusted to reflect this new balance of available funds.

 6/25/06  
\_\_\_\_\_  
President - Chief Negotiator      Date  
Fort Dodge Education Association

 6/28/06  
\_\_\_\_\_  
Superintendent      Date  
Fort Dodge Community School District

 6/25/06  
\_\_\_\_\_  
Negotiation Team Member      Date  
Fort Dodge Education Association

 6-23-06  
\_\_\_\_\_  
Chief Negotiator      Date  
Fort Dodge Community School District

 6/28/2006  
\_\_\_\_\_  
President, Board of Education      Date  
Fort Dodge Community School District